

EXHIBIT B

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Retail Installment Contract and Security Agreement

Seller Name and Address

FIRST CLASS AUTO LAND INC
1107-13 W ERIE AVE
PHILA, PA 19140

Buyer(s) Name(s) and Address(es)

MICHEAL D RIVERS
3723 KINGS AVE
PENNSAUKEN, NJ 08110

Summary

No. 1134
Date 2/13/2016

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
21.00 %	\$ 3091.36	\$ 8600.00	\$ 11691.36	\$ 1000.00
				\$ 12691.36

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
36	\$ 324.76	Monthly, Beginning 03/18/16
	\$	

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not received in full within 10 days after it is due, you will pay a late charge. The charge will be 2% of the part of the payment that is late. If the Vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties.

Buyer Restrictions. If you do not meet this Contract's obligations, you may lose the property that you bought in this sale.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2009	Mazda	MAZDA6	Sedan	1YVHP82A695M05082	117994
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					
Other:					

Description of Trade-In
Sales Agreement

Payment. You promise to pay us the Amount Financed and Finance Charge according to the payment schedule as provided in the *Truth-in-Lending Disclosure* above. The Finance Charge is figured at the Annual Percentage Rate on the unpaid part of the Amount Financed until paid in full. Finance Charges accrue on a daily basis. Each payment will be applied, in any order that we determine, to earned and unpaid Finance Charges, to the unpaid part of the Amount Financed, and to other charges and amounts you owe under this Contract. You agree to pay late charges as provided in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to this Contract's terms.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

Down Payment. You also agree to pay or apply to the Total Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: _____

_____. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Itemization of Amount Financed

1a. Cash price of motor vehicle	\$	9340.00
1b. Government taxes	\$	N/A
1c. Accessories and installation	\$	N/A
1d. Delivery charge	\$	130.00
1e. _____	\$	N/A
1f. _____	\$	N/A
1g. _____	\$	N/A
1h. _____	\$	N/A
1. Total Cash Price of Motor Vehicle (1a thru 1h)	\$	9470.00
2a. Trade-in allowance	\$	N/A
2b. Less: Amount owing paid to:	\$	N/A
2c. Net Trade-In (2a minus 2b)	\$	N/A
2d. Plus cash payment	\$	1000.00
2e. Plus manufacturer's rebate	\$	N/A
2f. Plus (Other) _____	\$	N/A
2. Total Down Payment (if negative, enter \$0 and see 4a.)	\$	1000.00
3. Unpaid Cash Price Balance (1 minus 2)	\$	8470.00
4a. Prior credit or lease balance payment on Trade-in (paid to same as 2b.)	\$	N/A
4b. Insurance premiums paid to insurance company(ies)	\$	N/A
4c. Paid to Public Officials (incl. filing fees)	\$	130.00
4d. (Optional) Service Contract paid to:	\$	N/A
4e. (Optional) Service Contract paid to:	\$	N/A
4f. Optional Gap Waiver (Debt Cancellation) paid to Seller	\$	N/A
4g. VSI Insurance pd to _____	\$	N/A
4h. _____ pd to _____	\$	N/A
4i. _____ pd to _____	\$	N/A
4j. _____ pd to _____	\$	N/A
4k. _____ pd to _____	\$	N/A
4l. _____ pd to _____	\$	N/A
4m. _____ pd to _____	\$	N/A
4n. _____ pd to _____	\$	N/A
4o. _____ pd to _____	\$	N/A
4p. _____ pd to _____	\$	N/A
4. Total Other Charges and Amounts Paid to Others on Your Behalf (4a thru 4p)	\$	130.00
5. Amount Financed (3 + 4)	\$	8600.00
6. Finance Charge	\$	3091.36
7. Time Balance (5 + 6)	\$	11691.36

We may retain or receive a portion of any amount paid to others.

Insurance Disclosures

Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and are not a factor in the credit decision. In general, if you die, credit life insurance pays the unpaid part of the amount financed, assuming you made all payments on time. In general, credit disability insurance pays the scheduled payments due under this Contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured _____

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured _____

You want the credit insurance coverages indicated.

By: Michael P. Pires D08

By: _____ D08

By: _____ D08

Property Insurance. In general, property insurance pays for the repair or replacement of the Property if it is damaged, destroyed, or stolen. See the policies or certificates for coverage limits and other terms and conditions. You must insure the Property securing this Contract. You may provide the insurance through existing policies. You may also provide the insurance by purchasing it through any insurance company allowed by law to do business in Pennsylvania or in the state in which the Vehicle is registered and titled. The deductible amount for the insurance may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for

of coverage.

This property insurance premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A
☐ \$ N/A Deductible, Comprehensive \$ N/A
☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ _____ \$ N/A

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect your interest and our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately. This amount will earn finance charges from the date paid at the rate described in the Payment section until paid in full.

Rejection of Arbitration

Checking the following box will not affect the terms under which we will finance and sell the Property or any of the terms of this Contract, except that the arbitration provision will not be a part of this Contract:

☐ You reject the arbitration provision of this Contract.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term _____
Price \$ N/A
Coverage _____

☐ **Optional Gap Waiver (Debt Cancellation)**

Term _____
Price \$ N/A
Coverage _____

☐

Term _____
Price \$ _____
Coverage _____

By: Michael Rines Date 2/13/2016

By: _____ Date _____

By: _____ Date _____

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections. "Heavy commercial motor vehicle" means a new or used motor vehicle (other than a recreational vehicle) that is a truck or truck tractor having a manufacturer's gross vehicular weight of 13,000 pounds or more, or a semitrailer or trailer designed for use in combination with a truck or truck tractor.

Purchase of Property. You agree to purchase the motor vehicle (Vehicle) and services described in the Description of Property section from us. You agree to purchase the Vehicle from us on the terms of this Contract and security agreement (Contract). You understand that we are selling you the Vehicle in its present condition.

Total Sale Price. We gave you the opportunity to purchase the Vehicle and described services for the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over a period of time. You are purchasing the items over a period of time.

The Total Sale Price shown in the Truth-in-Lending Disclosure assumes that you will make all payments as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early. This may cause your final payment to be more or less than the scheduled amount, or, at our option, we may require more or fewer payments of the scheduled amount with an adjusted final payment.

We charge and collect finance charges. These charges are not more than state or federal law allows. If you pay a finance charge or fee that is more than state or federal law allows, we will apply the charge or fee first to reduce what you owe and refund any excess to you.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Governing Law and Interpretation. This Contract is governed by the law of Pennsylvania and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 *et seq.* (Chapter 56; Decedents, Estates and Fiduciaries Code). We, by exercising any of our rights under this Contract, do so for the sole benefit of us.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Breaking the Terms of this Contract. You agree that the following are additional terms of this Contract. You will have broken the terms of this Contract if you fail to perform any obligation that you have undertaken in this Contract, except as prohibited by law.

If you break any of the terms of this Contract, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. In addition, you agree to pay reasonable attorneys' fees to the extent permitted by law if the Property is taken through legal action.

If there is more than one of you and any one of you breaks any agreement made in this Contract, we may exercise our rights against each of you or all of you.

Seller's Rights. If you break any of the terms of this Contract, we have all of the remedies provided by law and this Contract, subject to any opportunity to cure we may offer and you may exercise. Those remedies include:

- ◆ We may pay taxes, fees, expenses, or charges on the Property or make repairs to the Property if you have not done so. We are not required to do so. We will add any amount we pay to the amount you owe us, as allowed by law. This amount is due immediately. This amount will earn finance charges from the date we paid it at the rate described in the Payment section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take back the Property by lawful means. In taking the Property, we may not unlawfully enter onto your premises or cause a public disturbance.
- ◆ We may sell the Property. We may apply amounts we receive as provided by law to our reasonable expenses and then to your obligations.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.